

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER N65236-7220-0151/0157		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N65236-97-R-0368	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DELENE CLEAVER,				b. TELEPHONE NUMBER (No collect calls) (803) 974-5970	
9. ISSUED BY NISE EAST P.O. BOX 190022 NORTH CHARLESTON, SC 29419-9022 POC: DELENE CLEAVER CODE: 1117DC TELEPHONE: (803) 974-5970				CODE N65236		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3825 SIZE STANDARD: 500	
				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
				<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
				13b. RATING			
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO RECEIVING OFFICER 1639 AVENUE "B" AVENUE NORTH CHARLESTON, SC 29405-1639				CODE N65236		16. ADMINISTERED BY CODE	
17a. CONTRACTOR/ OFFEROR CODE FACILITY				18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
		(Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u> </u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u> </u> OFFER DATED <u> </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
						37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
						40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

B-100 SCOPE

The contractor shall provide the following Contract Line Item(s):

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Total \$ Unit</u>	<u>\$ Amount</u>
0001	Spectrum Analyzer, 2 Channel, 20 HZ-26GHZ	2	_____	_____
0002	Digitizing Oscilloscope TDS 724C With Option 2M	6	_____	_____

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- X (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☐ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637 (a)(14)).
- X (6) 52.222-26, Equal Opportunity (E.O. 11246).
- X (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- X (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- X (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ (10) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
- ☐ (11) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ (12) [Reserved]
- X (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ☐ (14) 52.225-19, European Union Sanction for Services (E.O. 12849).
- ☐ (15)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- ☐ (15)(ii) Alternate I of 52.225-21.
- ☐ (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- X (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- ☐ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, *et seq.*).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 1995)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

Small	<input type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
	<input type="checkbox"/>	252.206-7000	Domestic Source Restriction (10 U.S.C. 2304).
	<input type="checkbox"/>	252.219-7001	Notice of Partial Small Business Set-Aside with Preferential Consideration for
644).			Disadvantaged Business Concerns (<input type="checkbox"/> Alternate I) (Section 9004, Pub. L. 101-165
			(10 U.S.C. 2301 (repealed) note)).
	<input type="checkbox"/>	252.219-7002	Notice of Small Disadvantaged Business Set-Aside (<input type="checkbox"/> Alternate I) (15 U.S.C.
Contracts)	<input type="checkbox"/>	252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DoD
			(15 U.S.C. 637).
	<input type="checkbox"/>	252.219-7005	Incentive for Subcontracting with Small Businesses, Small Disadvantaged
Businesses,			Historically Black Colleges and Universities and Minority Institutions (<input type="checkbox"/> Alternate I)
			(Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
	<input type="checkbox"/>	252.219-7006	Notice of Evaluation Preference for Small Disadvantaged Business Concerns
10582).	<input type="checkbox"/>	252.225-7001	(<input type="checkbox"/> Alternate I) (15 U.S.C. 644).
			Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O.
	<input type="checkbox"/>	252.225-7007	Trade Agreements (10 U.S.C. 2501-2582).
	<input type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities.
	<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
	<input type="checkbox"/>	252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
	<input type="checkbox"/>	252.225-7017	Preference for United States and Canadian Valves and Machine Tools
			(10 U.S.C. 2534(c)(2)).
	<input type="checkbox"/>	252.225-7027	Limitation on Sales Commissions and Fees (12 U.S.C. 2779).
	<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
	<input type="checkbox"/>	252.225-7029	Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
	<input type="checkbox"/>	252.225-7036	North American Free Trade Agreement Implementation Act.
	<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (10 U.S.C. 2320).
	<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
	<input type="checkbox"/>	252.233-7000	Certification of Claims and Requests for Adjustment or Relief (10 U.S.C. 2410).
	<input type="checkbox"/>	252.242-7002	Submission of Commercial Freight Bills for Audit (31 U.S.C. 3726).
	<input type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).
	<input type="checkbox"/>	252.249-7001	Notification of Substantial Impact on Employment (10 U.S.C. 2501 note).

OPTIONAL CLAUSES AND PROVISIONS

(Contracting Officer shall check as appropriate.)

X 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1995)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.605) and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]

Technical and past performance, when combined, are *[Contracting Officer state, in accordance with FAR 15.605, the relative importance of all other evaluation factors, when combined, when compared to price.]*

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the options(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

X DFARS 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991)

(a) Definitions

"Domestic end product," "qualifying country end product" and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been, produced or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If Known)
_____	_____
_____	_____

☐ **DFARS 252.225-7006 BUY AMERICAN ACT-TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1994)**

(a) *Definitions.*

"Caribbean Basin country end product," "designated country end product," "domestic end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the Trade Agreements or Buy American Act and Balance of Payments Program clauses of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to U.S. made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(c) *Certifications.*

(1) The Offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product (as defined in the Buy American Act and Balance of Payments Program clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify and certify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number)

(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

(insert line item number)

(insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basis country end products:

(insert line item number)

(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin)

(vi) The Offeror certifies that the following supplies are other nondesignated country end products:

(insert line item number)

(insert country of origin)

☐ **DFARS 252.225-7035 BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAY 1995)**

(a) *Definitions.*

"Domestic end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the North American Free Trade Agreement Implementation Act or Buy American Act and Balance of Payments Program clauses of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to U.S. made end products, qualifying country end products, or NAFTA country end products over other end products.

(c) *Certifications.*

(1) The Offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product (as defined in the Buy American Act and Balance of Payments Program clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify and certify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

(Insert line item numbers)

(ii) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The Offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

☐ **FAR 52.232-30 INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS (OCT 1995)**

(a) *Contractor entitlement to financing payments.* The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: The payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Computation of amounts.* Installment payment financing shall be paid to the Contractor when requested for each separately priced unit of supply (but not for services) of each contract line item in amounts approved by the Contracting Officer pursuant to this clause.

(1) *Number of installment payments for each contract line item.* Each separately priced unit of each contract line item is authorized a fixed number of monthly installment payments. The number of installment payments authorized for each unit of a contract line item is equal to the number of months from the date of contract award to the date one month before the first delivery of the first separately priced unit of the contract line item. For example, if the first scheduled delivery of any separately priced unit of a contract line item is 9 months after award of the contract, all separately priced units of that contract line item are authorized 8 installment payments.

(2) *Amount of each installment payment.* The amount of each installment payment for each separately priced unit of each contract line item is equal to 70 percent of the unit price divided by the number of installment payments authorized for that unit.

(3) *Date of each installment payment.* Installment payments for any particular separately priced unit of a contract line item begin the number of months prior to the delivery of that unit that are equal to the number of installment payments authorized for that unit. For example, if 8 installment payments are authorized for each separately priced unit of a contract line item, the first installment payment for any particular unit of that contract line item would be 8 months before the scheduled delivery date for that unit. The last installment payment would be 1 month before scheduled delivery of a unit.

(4) *Limitation on payment.* Prior to the delivery payment for a separately priced unit of a contract line item, the sum of all installment payments for that unit shall not exceed 70 percent of the price of that unit.

(c) *Contractor request for installment payment.* The Contractor may submit requests for payment of installment payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all installment payments in any month for which payment is being requested shall be included in a single request, appropriately itemized and totaled.

(d) *Dates for payment.* An installment payment under this clause is a contract financing payment under the Prompt Payment clause of this contract, and except as provided in paragraph (e) of this clause, approved requests shall be paid within 30 days of submittal of a proper request for payment.

(e) *Liquidation of installment payments.* Installment payments shall be liquidated by deducting from the delivery payment of each item the total unliquidated amount of installment payments made for that separately priced unit of that contract line item. The liquidation amounts for each unit of each line item shall be clearly delineated in each request for delivery payment submitted by the Contractor.

(f) *Security for installment payment financing.* In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(g) *Special terms regarding termination for cause.* If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(h) *Reservation of rights.*

(1) No payment, vesting of the title under this clause, or other action by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(i) *Content of Contractor's request for installment payment.* The Contractor's request for installment payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for installment payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made; and
- (4) An itemized and totaled statement of the items, installment payment amount, and month for which payment is requested, for each separately priced unit of each contract line item .

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 1997)

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern” means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

“Women-owned small business concern” means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(2) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

- ☐ Partnership
☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR

501(a).

(3) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent:
☐ Name and TIN of common parent:
 Name _____
 TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) *Women-owned small business concern.* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern.* The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

(d) *Certifications and representations required to implement provisions of Executive Order 11246--*

(1) *Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--*

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) *Previous Contracts and Compliance. The offeror represents that--*

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(3) *Affirmative Action Compliance. The offeror represents that--*

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate.* (Applies only if FAR clause 52.225-9, Buy American Act-Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) *Excluded End Products:*

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program:"

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as “Caribbean Basin country end products” as that term is defined in the clause entitled “Buy American Act - Trade Agreements - Balance of Payments Program”:

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) *Buy American Act - North American Free Trade Agreement Implementation Act--Balance of Payments Program.* (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled “Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program,” and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as “NAFTA country end products” as that term is defined in the clause entitled “Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program”:

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) *Alternate I.* If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as “Canadian end products” as that term is defined in the clause entitled “Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program”:

(Insert line item numbers)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 1995)**(a) Definitions.**

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take action, with respect to the Secondary Arab Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services.)

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

1.0 **General Description:** The VASS Project requires equipment to measure RF signals on two different frequencies simultaneously. The equipment identified for this task is a multiple channel spectrum analyzer. Two channels shall operate independent of each other and simultaneously, so the operator can correlate characteristics between the two channels.

2.0 **Specifications:**

2.1 **Frequency Parameters**

2.1.1 Range: The spectrum analyzer shall measure frequencies between 20 Hz to 26 GHz.

2.1.2 Sweep Parameters

2.1.2.1 Span Size Selectivity: The spectrum analyzer shall have selectable sweep spans between frequencies 10 Hz up to the full span of 20 Hz through 26 GHz.

2.1.2.2 Update Rate: The spectrum analyzer shall produce up to 20 updates/second (1 trace/5msec) on a single trace and up to 15 updates/second with two traces displayed with either sweep bandwidth set up to 6 GHz. The full span (20 Hz to 26 GHz) sweep rate shall not exceed 150 msec (1 trace/ 5 msec).

2.1.2.3 Number of Simultaneous Sweeps: The spectrum analyzer shall process up to two simultaneous traces.

2.1.2.4 Total Number of Traces: The spectrum analyzer shall be capable of setting up parameters for four traces with any two simultaneously being processed and displayed.

2.1.2.5 Sweep Trigger Parameters: The spectrum analyzer shall generate a sweep (trace) based on one of the following trigger parameters:

2.1.2.5.1 Free Run - The traces generate at the maximum processing speed of the internal computer.

2.1.2.5.2 Single Trace - A single trace generates at the operators request (pushes a key).

2.1.2.5.3 Threshold - The trace generates on exceeding a voltage or power threshold level set by the operator.

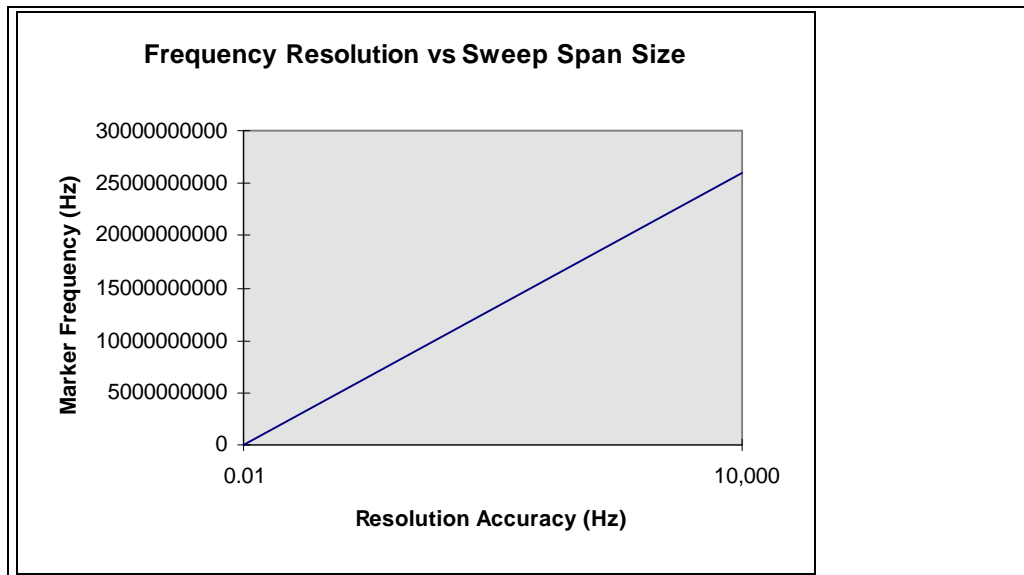
2.1.2.5.4 Gated - The trace generates on pre-determined time intervals with a range between 1 micro-second to 100 seconds.

2.1.2.5.5 Delayed - The trace generates between 100 nano-seconds to 100 seconds after the signal exceeds the threshold level. The delay selection accuracy is within 1% of the selected delay time.

2.1.2.5.6 External - The trace generates on an external TTL, a sinusoidal, or video signal.

2.1.3 Frequency Display Resolution

2.1.3.1 The marker frequency accuracy shall be a direct ratio with a 0.01 Hz resolution at 20 Hz up to 10KHz resolution at 26 GHz. The following chart plots the ratio:



2.1.3.2 The trace resolution shall be no less than 500 points unless exceeding the resolution accuracy shown above in specification 2.1.3.1.

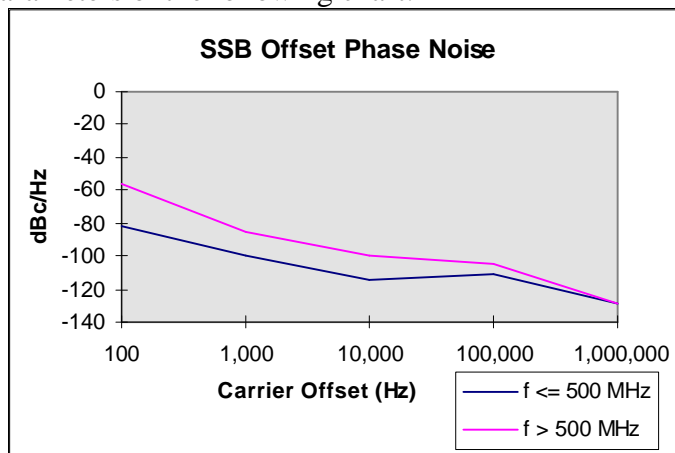
2.1.3.3 Based upon an known RF sinusoidal signal (-40 dBm) injected at the RF input, the measured frequency power (watts) accuracy shall be within the following parameters:

2.1.3.3.1 Frequencies between 20 Hz to 1 GHz, the error shall be less than 1 dB

2.1.3.3.2 Frequencies between 1 GHz to 7 GHz, the error shall be less than 1.5 dB

2.1.3.3.2 Frequencies between 7 GHz to 26 GHz, the error shall be less than 2 dB

2.1.3.4 The spectral purity of single side band (SSB) carrier offset phase noise shall be within the parameters of the following chart:



2.1.4 Accuracy using Internal Reference:

2.1.4.1 The average aging drift error of the measured frequency shall be no more than 1×10^{-9} of that frequency over a 30 day period.

2.1.4.2 The average aging drift error of the measured frequency shall be no more than 1×10^{-7} of that frequency over a 1 year period with a sweep span greater than 100 KHz.

2.1.4.3 The average temperature drift error of the measured shall be no more than 1×10^{-8} of that frequency between 0° to 50°C

2.1.4.4 The average drift error due to aging and temperature shall be no more than 2.5×10^{-6} of the frequency being measured.

2.1.5 External Reference:

2.1.5.1 The spectrum analyzer shall accept and utilize an externally supplied 10 MHz reference.

2.2 Signal Levels

2.2.1 Maximum acceptable RF Input Power Level shall be up to +20 dBm watts Constant Wave (CW).

2.2.2 Maximum intermodulation-free range shall be 90 dB between 20 Hz to 150 MHz and 105 dB between 150 MHz to 26 GHz with a -10 dBm input sinusoidal RF signal.

2.2.3 Maximum acceptable pulse power for 10 micro-seconds shall be 0.5 milli-watts.

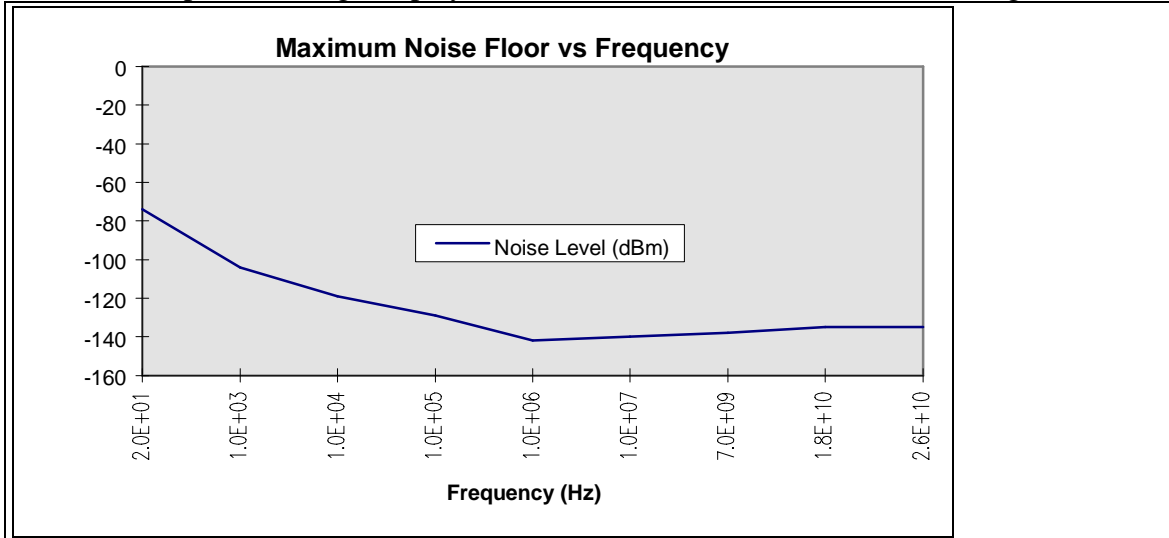
2.2.4 Maximum acceptable Voltage Standing Wave Ratio (VSWR) shall not exceed the following table:

2.2.4.1 Frequencies less than 3.5 GHz - VSWR < 1.5

2.2.4.2 Frequencies between 3.5 to 7 GHz - VSWR < 2.0

2.2.4.3 Frequencies between 7 to 26 GHz - VSWR < 3.0

2.2.5 Maximum acceptable average displayed noise floor shall not exceed the following levels:



2.2.6 Maximum acceptable Third Order Intercept (TOI) point for received signals shall not exceed the following levels:

2.2.6.1 Frequencies less than 150 MHz, the TOI shall be 25 dB below the original carrier.

2.2.6.2 Frequencies above 150 MHz, the TOI shall be 40 dB below the original carrier

2.3 Modulation Capability

2.3.1 Modes - The spectrum analyzer shall be able demodulate the RF signal based upon amplitude (AM) or frequency (FM).

2.3.2 Bandwidths - The spectrum analyzer shall demodulate signals between 1 Hz to 10 MHz frequency bandwidths.

2.3.3 Bandwidth Error - The spectrum analyzer selected bandwidth error shall not exceed the following limits:

2.3.3.1 Selected bandwidths less than or equal to 3 MHz variance shall be accurate to less than 10%.

2.3.3.2 Selected bandwidths between 3 to 5 MHz variance shall be accurate to less than 15%.

2.3.3.3 Selected bandwidths between 5 to 10 MHz variance shall be accurate to less than 25%.

2.4 External Connectivity Requirements

2.4.2 Inputs, Analog

2.4.2.1 RF - The spectrum analyzer shall accept a test signal through an 50 ohm N female type connector with an SMA female type adapter for frequencies above 1 GHz.

2.4.2.2 External Reference - The spectrum analyzer shall accept an external reference (based on specification 2.1.5) on a 50 ohm BNC female type connector.

2.4.2.3 External Trigger - The spectrum analyzer shall accept an external gate signal (based on specification 2.1.2.5.4) on a 50 ohm BNC female type connector.

2.4.2 Outputs, Analog

2.4.2.1 Intermediate Frequency (IF) - The spectrum analyzer shall produce an IF output centered at 21.4 MHz with a selectable bandwidth between 1 KHz to the resolution bandwidth determined by specification 2.3.2. The IF output shall be a 50 ohm BNC female type connector.

2.4.2.2 Video Frequency - The spectrum analyzer shall output the IF signal centered at 160 MHz video frequency at voltages ranging between 0 to 1V. The Video connector shall be a 50 ohm BNC female type connector.

2.4.2.3 Audio Frequency - The spectrum analyzer shall output the demodulated AM or FM signal out a common stereo jack (Example: 1/8" Tip Ring Sleeve) at 10 ohms impedance. The unit shall have an adjustable audio level output strong enough to drive a standard 8 ohm impedance set of headphones.

2.4.3 Data Interface

2.4.3.1 The spectrum analyzer shall have an IEEE 488.2 control interface to transfer all commands and recover all signal data.

2.4.3.2 The spectrum analyzer control interface shall provide remote programming of all parameters available on the front panel.

2.4.3.3 The spectrum analyzer data interface shall provide access to all trace data generated by either an operator or remote programming.

2.4.3.4 The spectrum analyzer shall be able to store up to 1.0 million data points or 2,000 traces (500 points/trace). The data shall be transferable to a 1.4 MB 3 1/2" Floppy Disk.

2.5 Physical Characteristics

2.5.1 Size: The spectrum analyzer dimensions shall allow for 19" rack mounting with a height of no more than 12" and a depth of 23".

2.5.2 Weight: The spectrum analyzer shall weigh no more than 60 lbs.

2.5.3 Power: The spectrum analyzer shall operate off 115Vac at 60 Hz with a power consumption no greater than 250 VA.

2.5.3 Shock: The spectrum analyzer shall be operated in a mobile environment, so it shall survive the following conditions:

2.5.3.1 Operating: 2 g at 5 to 150 Hz sinusoidal or 1.2 g_{rms} at 10 to 300 Hz random movement.

2.5.3.2 Transporting/Power Off: 14 g at 5 to 150 Hz sinusoidal or 7 g at 10 to 300 Hz random movement.

2.5.4 Temperature: The spectrum analyzer shall operate normally between +0 to +50°C. After being exposed to -40 to +70°C during storage and transport, it shall operate normally.

2.5.5 Humidity: The spectrum analyzer shall operate normally at +40°C and 95% humidity.

2.6 Warranty

2.6.1 No Cost Coverage Period: The spectrum analyzer shall be repaired or replaced within 10 days of notification of failure by the contractor. This warranty covers a one year period starting the day the government accepts receipt of the unit.

2.6.2 Repair Turn-around Period: After the no cost warranty period, the spectrum analyzer shall be repaired within 10 days after delivery to the contractor's designated repair facility. The contractor shall support spare parts and repairs for 6 years after purchase.

2.6.3 Technical Assistance: The contractor's designated technical assistance office shall respond to questions within 1 working day by either phone, facsimile, or E-mail. Technical assistance shall be available Monday-Friday during normal working hours in the contractors